



Request for Proposal (RFP) No. 13-02

**CREDIT/DEBIT CARD ENABLED
SINGLE-SPACE PARKING METERS**

CITY OF NEWARK
Delaware
220 South Main Street
Newark, Delaware 19711

City of Newark

Delaware

RFP NO. 13-02

CREDIT/DEBIT CARD ENABLED
SINGLE-SPACE PARKING METERS

NOTICE

The City of Newark will accept sealed proposals from qualified firms until 2:00 p.m., Tuesday, July 9, 2013 at the City of Newark, Purchasing Office, 220 South Main Street, Newark, DE 19711 and will be publicly acknowledged as received in the Council Chamber shortly thereafter.

IMPORTANT: THE AWARDING OF THIS RFP IS CONTINGENT UPON THE AVAILABILITY OF FUNDING.

Copies of this request may be obtained from the Purchasing Office on the second floor of the Newark Municipal Building or on the City website at www.cityofnewarkde.us.

CITY OF NEWARK
DELAWARE
RFP 13-2
Credit/Debit Card Enabled
Single-Space Parking Meters

A. INTRODUCTION:

The City of Newark will conduct a Request for Proposal for Credit/Debit Card Enabled Single-Space Parking Meters, after which the City intends to enter into an agreement and/or agreements with a qualified service provider for the services. In order to select a new City standard for such meters, the City is soliciting proposals from manufacturers and/or their representatives to participate in a test/pilot program.

The City reserves the right to reject any and all proposals, wholly or in part and to waive any minor technicalities, informalities, or irregularities in any proposal.

B. ISSUANCE OF REQUEST FOR PROPOSAL:

The issuing office for this request for proposal is City of Newark, Purchasing, 220 South Main Street, Newark, DE 19711, or email cwright@newark.de.us.

C. COMMUNICATION:

No negotiations, decisions, or actions shall be executed to any submitter as a result of any oral discussions with any City employee or City consultants. Only those communications that are in writing shall be considered valid. Inquiries concerning the technical aspects of this RFP should be directed to Marvin Howard, Parking Administrator, at (302) 366-7154 or mhoward@newark.de.us.

Inquiries concerning the submittal process for the RFP should be directed to Cenise Wright, Purchasing Administrator, at (302) 366-7022 or cwright@newark.de.us.

The City will determine whether any addendum should be issued as a result of any question (s) or other issues brought forth. Any changes to the details provided in this RFP shall be made by written addenda issued no later than four (4) calendar days prior to the date set for receipt of proposals. Proposers shall bear the responsibility for being sure they have received any and all addenda.

D. DISCLAIMERS:

The City reserves the right to make all decisions regarding this proposal, including, without limitation, the right to decide whether a proposal does or does not substantially comply with the requirements of this RFP; to accept, reject, or negotiate modifications in any terms of submitters' proposals or any parts thereof; to award one or more contracts; and to reject any or all proposals received. Although it is the City of Newark's full intent to award business,

it should be specifically understood that this RFP does not create any obligation on the part of the City to enter into any contract or undertake any financial responsibility referred to herein.

The City is not liable for any costs incurred by any submitter prior to execution of a contract, e.g. in the generation or submission of proposals, visits to the City, presentations given to the City personnel or its designees, documentation provided to City personnel or its designees, production of marketing literature, or any other costs incurred while participating in this RFP process.

E. Submission of Proposals – Sealed proposals for RFP 13-02 will be received in the Purchasing Office of the Newark Municipal Building, 220 South Main Street, Newark, Delaware, 19711, until 2:00 p.m., Eastern Standard Time, Tuesday, July 9, 2013 and will be publicly acknowledged as received in the Council Chamber shortly thereafter.

- Sealed proposal packets shall include six (6) copies of the firms/teams proposals.
- In a separate sealed envelope provide three (3) copies of the Cost Proposal in sufficient detail. This envelope will not be opened until firms have been ranked. Cost will not be the sole determinant for selection. The Cost Proposal should include the following:
 - Must provide all per-unit costs of equipment furnished. Please describe any bulk discounts and the breakdown of when discount would be applied. Also, provide discussion on affect of varying occupancy-levels and daily number of transactions on the net rate-of-return.
 - Describe all costs of options which are not included in the base price (list all options, cost-savings if City forces provide installation, and whether bulk-discounts may apply)
 - Describe all costs associated with day-to-day usage of the equipment
 - Describe all credit card fees, pay-by-phone fees, &/or all other transaction fees, monthly fees, and including gateway fees, and so forth
 - City ownership vs. leasing or other financial options
 - Installation cost alternatives (such as either by City staff, or by both City and Vendor forces)

F. Responsibility for Accuracy – Each firm/team that submits a proposal is solely responsible for the accuracy and completeness of the proposal. Errors or omissions may be grounds for rejection, or may be interpreted in favor of the City of Newark. The City reserves the right to solicit additional information from firms/teams submitting proposals to determine which best meets the needs of the City and its skate project.

G. Negotiations – The City reserves the right to conduct negotiations with any or all firms/teams that are determined to be responsible and responsive proposers that are reasonably likely to be selected for award. This negotiation is not limited to the initial scope

of this RFP and shall be permitted after submissions and before award for the purpose of obtaining final and best offers as determined to be in the best interest of the City of Newark.

- H. Proprietary Information** – Information provided in response to this RFP will be held in confidence and will not be revealed and discussed with competitors. All material submitted however, shall become the property of the City. Newark reserves the right to share proposals with persons deemed necessary to conduct a full evaluation. In addition, regardless of statements to the contrary contained within the submitter's proposal response, the City has the right to use any or all concepts presented in any reply to the RFP, unless those concepts are protected by legal patent or other proprietary rights as demonstrated by the submitter at the time of submittal. Selection or rejection of the proposal does not affect this right.
- I. Proposal to Be Part of Final Agreement** – Upon final award and agreement with any firm, the submitted response to this RFP shall become part of the final contract negotiated. If a discrepancy exists between the submitter's written response and the submitter's technical specification, the written responses shall be deemed to supersede the technical specification with regard to system operation and design.
- J. Oral Presentations** – The City may request an oral presentation by one or more firms/teams that submit proposals to this RFP in advance to award. All firms therefore should be willing and able to discuss and substantiate any aspects of their proposals, their qualifications and any other area of interest relative to their proposal. The City of Newark reserves the right to record and or videotape the presentation.
- K. Awards** – Following a complete and thorough review of the proposals by the City and its agents, the City Manager or her designee shall make a recommendation to the City Council on the disposition of the proposals. The City Council reserves the right to accept or reject any or all proposals or parts there-of as they determine and to waive any irregularities or defects where the best interest of the City of Newark would be served.
1. It should be specifically understood that this RFP does not create any obligation on the part of Newark to enter into any contract or to undertake any financial responsibility.
 2. Likewise, the City is not liable for any costs incurred by any submitter prior to the execution of a written contract including efforts to generate and submit proposals, visits to sites or for oral presentation or any other costs incurred while participating in this RFP process.
- L. Advertisement** – It is agreed that any firm/team that submits a proposal in association with this RFP will not use the name of the City of Newark in any advertisement without first obtaining the written consent of the City Manager.

M. Noncollusion – Firms submitting proposals in association with this RFP shall not, either directly or indirectly, enter into any agreement, participate in any collusion, or otherwise take any action in restraint of free competitive bidding/proposal submittal in connection with this RFP and its resulting contract.

N. Proposal Security- Each proposal submittal must be accompanied by a certified check, cashier's check or bid security bond in the amount of \$5,000 payable to the City of Newark. Failure to provide this proposal security may be grounds for rejection of the proposal. If a bid bond is submitted the attached "Bond to Accompany Proposal" form must be completed and issued by a surety licensed to operate in the State of Delaware.

Following evaluation and negotiations of a final agreement with a firm, its principals will be expected to execute the agreement within fourteen (14) calendar days after receiving notice of award (including presentation of the Performance Bond). Failure to proceed with the execution of the agreement/submittal of Performance Bond will result in the forfeiture of the security to the City of Newark. Any certified check, or cashier's check submitted as proposal security shall be returned to all unsuccessful bidders one hundred and twenty (120) calendar days after the proposal submittal date.

O. Agreement Security/Performance Bond – To guarantee faithful performance of the agreement by the successful firm, a performance bond satisfactory to the City of Newark and in the full amount of the proposal shall be required by the successful bidder within fourteen (14) days after notice of award. Upon receipt of the executed final agreement and the Performance Bond, the City will return any certified check or cashier's check submitted as Proposal Security to the successful bidder.

P. Liability Insurance – Prior to the commencement of an agreement, the Contractor shall obtain and keep in full force and effect until the termination of the agreement, the following insurance with an insurance company licensed and qualified to do business in the State of Delaware, as evidenced by an endorsement of insurance on the insurance policy. Any deductibles or self-insured retentions are to be paid by the Contractor and must be declared and approved by the City. The contractor shall provide a copy of the certificate of insurance with verification that full policy limits are available.

1. Workers Compensation and Employers Liability Insurance in the amount of \$1,000,000;
2. Automobile Coverage for all Owned, Non-Owned and Hired vehicles in the amount of \$1,000,000 per occurrence, \$2,000,000 aggregate;
3. Comprehensive General Liability or Commercial General Liability Insurance covering all operations or job specific in the amount of \$1,000,000 per occurrence, \$2,000,000 aggregate;
4. Excess Liability/Umbrella Insurance in the amount of \$5,000,000; and
5. Errors and Omissions/Professional Liability Insurance in the amount of \$1,000,000 per occurrence, \$1,000,000 aggregate.

6. Additional Insured: The City shall be named as an additional insured on all liability policies using the following language: “Contractor shall indemnify, hold harmless and defend the City of Newark, its officials, employees, agents, and volunteers, against any and all liability, loss, costs, damages, expenses, claims, or actions, including attorney’s fees which the City of Newark, its officials or employees may hereafter sustain, incur or be required to pay, arising wholly or in part due to any act or omission of the Contractor, its agents, servants, or employees, in the execution, performance of failure to adequately perform Contractor’s obligations pursuant to this contract.”

Q. Termination of Contract – Either party may reserve the right to terminate for just cause any contract entered into as a result of the RFP providing written notice has been given at least thirty (30) days prior to such proposed termination date.

CITY OF NEWARK
DELAWARE

RFP NO. 13-02
CREDIT/DEBIT CARD ENABLED
SINGLE-SPACE PARKING METERS

A. OVERVIEW

The City of Newark is seeking proposals from qualified vendors to upgrade its parking meter inventory by participating in a three-month test period. Upon completion of the test period, the City will select a meter system based on its performance during the test period; its receptivity by the community; the features and options available with the meters that will provide long-term operational and service economies; the level of technical and training support from the vendor; and its unit price. It is expected that the top three vendors will each install approximately ten (10) meters in City-selected locations within thirty (30) days of notice of being selected to participate in the test period.

Once the final selection of a particular meter is determined, the City will enter into an agreement with the vendor to upgrade its meters as budgets allow. There is a total parking meter inventory of approximately 455 meters campus wide to be potentially upgraded. It is the City's intent to award a contract to a company and/or companies who can best provide the results as described in the RFP. This competitive procurement process shall include an evaluation of the quality, service, pricing and possibly negotiations of all or parts of proposals submitted. The City may award a contract based upon initial proposal received without further discussions of such proposals. Therefore, each proposal should be submitted with the company's most favorable price and service capabilities.

B. General Specifications:

The new meter systems must be compatible with the City's current meter housing. If not, the replacement of the full meter may be suggested for review as an alternative, but this is not desirable unless cost neutral to the City.

The new meter systems must allow users to choose from multiple payment options including credit cards, debit cards, coins and must also be capable of accepting payment by cell phone. Coins must continue to function if the card reading mechanism fails.

The meters must be electronically connected via cellular technology.

The meter must also be equipped with or connected to vehicle detector devices and reset capabilities.

No credit card specific electronic data is to be stored within the parking meter. All transaction information must be encrypted and immediately transmitted for processing.

The new meter systems must utilize the vendor's credit card processor; please provide related fees and charges.

The location of meter installations will be identified upon selection of the short-listed finalists but all will be in the downtown areas that experience highest meter activity currently.

The presentation of options for related technologies is welcomed, but not required for the pilot period.

C. Technical Specifications:

Single-space parking meters shall have the following primary features:

- Single-space parking meters shall be capable of accepting payment via coins, credit card, debit card and cell phone at the meter terminal. Credit card readers shall be able to accept all major credit cards.
- Meters shall be wirelessly networked via the cellular network and connected to a web-based management system. No additional customer software other than an Internet browser shall be required to access the management system.
- Single space meters must wirelessly notify parking operations staff of any faults, such as a card reader or coin acceptor jam, via a text message, email, or both.
- Meter mechanisms and associated top cover (dome) will retrofit to the City's currently installed meter housing base if applicable.
- Vehicle detector devices and reset capabilities.

The following rate and operating characteristics shall apply to all meter mechanisms purchased:

- The meter shall be able to operate under either a FIXED RATE (same rate all day, for select/every day(s) of the week) or MULTIPLE-RATES (varied rates throughout the day). The City's current meter rates and hours for the pilot area are \$.25 per 12 minutes Monday – Saturday, 8 a.m. – 1 a.m. and Sunday 1 p.m. – 1 a.m., 2-4 hours max.
- The meter shall be able to receive changes/updates to all rate structures, maximum stay (time limits), available payment methods, and hours of meter operations via a web-based management system, providing remote management capability.
- The meter in the event of a coin jam will continue to allow payment via credit, debit or cell phone. In the event of the card reader failing or disruption to the internet connection the meter will continue to operate in a coin only mode. In the event that both a coin jam and card reader failure are present, the meter will display "Out of Order".

- Enforcement shall be managed via either flashing multi-colored LEDs or multi-colored wheel. A standard configuration will be GREEN for paid status and RED during expired time.

The following coin validation properties must be available:

- The parking meter shall be fully electronic with solid state components and straight down, free-fall coin chute. The single-space meter shall be able to recognize and give time for standard US coins of denominations of \$0.05, \$0.10, \$0.25 and \$1.00 coins. The coin acceptor shall be able to be programmed to either limit or expand the types of coins accepted. The meter will cause all invalid coins, washers, gaming tokens, etc., to fall through into the collection cup without registering. No time will be given for these fraudulent coins.
- The coin acceptor shall detect metallic as well as non-metallic jams. Jam clearance shall be accomplished without special tools. Coins passing through the mechanism shall be deposited into the coin box in the meter vault when the mechanism is properly installed in the upper housing. In the event of a jam, the meter must have the ability to notify City staff of a jam via email, text message or both.

The meters shall be powered by battery, solar recharging system or combination. If solar powered, the battery pack shall consist of a combination rechargeable/back-up battery pack to provide ongoing power and backup power. The following are requirements for the credit card payment feature:

- The credit card reader is to be of a type where the whole card is not taken into the reader, but would allow the holder to maintain a hold on the card.
- The meter should allow the parker to indicate the desired amount of time they wish to park, up to the maximum allowed, by pressing a button/buttons on the face of the unit until the desired amount of time is indicated on the meters display.
- The meter should have a cancel button to allow the parker to cancel the transaction at any time up until the card is inserted into the card reader.
- Credit card information transmitted from the meter must go through an encryption or tokenization process and be immediately transmitted via a secure gateway provider and meet all Payment Card Industry (PCI) Data Security Standards.
- The vendor and/or their secure gateway if a separate entity must provide evidence of both Payment Application (PA-DAS) compliance and PCI-DSS Level 1 certification and also listed as a valid service provider for the Visa Cardholder Information Security Program (CISP) and the MasterCard Site Data Protection (SDP) programs.
- The card reader and its keypad should be modular to allow for in-field replacement if necessary.

The following wireless data & management system capabilities must be available:

- Each meter shall be individually capable of transmitting and receiving wirelessly data for the purpose of payment card processing, coin transactions, fault notifications, updates to the operating features and rate configuration of the meter.
- The wireless capability must be an integral part of the unit which houses the credit card

reader's design and not require a secondary connection to a wireless device. Such communication will be accomplished without any additional networking equipment that would require to be installed on street poles, buildings or other locations.

- Updates to the meters' software, such as firmware and operating software, must be able to be performed wirelessly and not require direct interaction with each individual meter.
- The meter management system shall be a completely web-based system accessible via desktop computer, laptop computer, or handheld wireless device to authorized personnel. No additional software other than an internet browser shall be required for the management system to be accessed and fully used in conjunction with the meter. This system shall be accessible to authorized users 24/7.
- The meter management system shall provide a variety of reports to include financial, technical and administrative functions via a single web-portal. No additional software will be required to access and update the meter system other than access to the meter management system.
- Reports shall include, but not be limited to:
 - Credit card reconciliation (daily, weekly, monthly, annually)
 - Cash collection reports (by date, time and meter)
 - Revenue summary reports (daily, weekly, monthly, annually, by meter and location)
 - Coin can level (% full)
 - Individual transaction (cash or credit) by meter
 - Adjudication reports
 - Meter uptime report
 - Exception reports for meters not performing as required
 - Maintenance reports

The following features are desirable, but not required:

- The meter shall be able to accept additional types of credit/debit cards in the future, if the City wishes to expand the list of accepted cards, without any modification to the meter or card reader but through a modification of the web-based management system.
- The meter shall come with a "test card" for maintenance staff to determine if the card reader is functioning properly.
- The meter shall be able to be instructed at the time of coin collection that the coin can has been emptied so that audit information is kept accurate.
- Meter shall have the ability to accept the City's Downtown Newark Gift Card (closed system debit card – VISA logo) as a method of payment.

D. Vendor Information, Experience and References:

1. Please provide information about your company, specifically addressing:
 - Company history and background
 - Years of experience in the industry
 - How many card-system clients you currently have
 - Market position, company size, and financial strength
 - Outlook for the future of the company

2. Please identify the individuals who will represent your company to the City:
 - The sales representative / account manager(s) responsible for RFP response.
 - The corporate executive(s) with the authority to negotiate for and bind your company if a contract is awarded.
3. Please provide three municipal or City reference accounts with which you have had a substantial relationship for delivering relevant services. Accounts should be of similar size and scope as the City of Newark. Account reference information should include the municipal/City name, years they have been a customer, and name, title, email address and phone number for a representative we can contact.

E. Decision Criteria:

City of Newark will utilize the following criteria to evaluate vendors' proposal:

- The service capabilities, experience and responsiveness of company
- General quality and adequacy of response
- Contractual terms which will govern the relationship between the City and the company
- Any other factors to be evaluated and negotiated by the City.

F. Contract Term:

Any agreement resulting from this solicitation will be valid for three (3) years with the option to renew for two (2) additional one year terms contingent on 1) City agreement to renew; 2) agreed upon pricing at time of renewal; and 3) acceptable service level performance and successful negotiations between the City and the selected company and /or companies. Pricing and services should remain the same throughout the term of the agreement. The City reserves the right to award the contract to multiple companies or one company if it is to our advantage to do so.

G. Schedule:

All questions must be submitted no later than Tuesday, June 28, 2013 and responses will be distributed by email to all known bidders.

All Proposals are due no later than Tuesday, July 9, 2013 at 2:00pm.

Pilot Parking Meters to be installed by Friday, August 23, 2013 at selected locations.

The City will select the proposal that, in its sole discretion, is the most advantageous to the City. The City reserves the right to make an award without further discussion of the proposal submitted; this is the best and final offer. Therefore, the proposal should be submitted on the most favorable terms the vendor can offer. The City reserves the right to reject any or all bids in whole or in part, to make multiple awards to either one or multiple vendors, partial awards, awards by type, item by item or lump sum total, whichever may be most advantageous to the City.

H. GENERAL TERMS AND CONDITIONS:

1. Notice to Submitter

Each submitter is solely responsible for the accuracy and completeness of the proposal. Errors or omissions may be grounds for rejection, or may be interpreted in favor of the City. The City reserves the right to solicit additional information from submitters to determine which best meets the needs of the City. Additional information may include, but not limited to, past performance, records, references, current projects or any other pertinent information.

2. Bidders submitting a proposal must submit any exceptions to the City's Term and Conditions.

City of Newark
Delaware

RFP NO. 13-02

CREDIT/DEBIT CARD ENABLED
SINGLE-SPACE PARKING METERS

BOND TO ACCOMPANY PROPOSAL
(Not necessary if Certified Check or Cashier's Check is Used)

KNOW ALL MEN BY THESE PRESENTS THAT _____ of
_____ in the County of _____ and the State
of _____ as Principal, and _____ of
_____ as surety, legally authorized to do business in the State of Delaware, are held and
firmly bound unto the City of Newark in the sum of \$5,000 Dollars to certify proposal for 120 days from
submission, to be paid to said City of Newark for use and benefit of the Mayor and Council of Newark, for which
payment well and truly to be made, we do bind ourselves, our heirs, executors, administrators and successors, jointly
and severally, for and in the whole, firmly by these presents. Sealed with our seals, dated the _____ day of
_____ in the year of our Lord, Two Thousand and Thirteen (2013).

NOW THE CONDITIONS OF THIS OBLIGATION ARE SUCH, that if the above bound principal
_____ who has submitted to said City of Newark, a certain proposal to enter into a
certain Agreement/Contract/Project(s) resulting from RFP No. 13-02, Credit/Debit Card Enabled Single-Space
Parking Meters agreement, shall be awarded said contract, and if said _____
shall well and truly enter into and execute said contract and furnish therewith such surety bond (performance bond)
or bonds as may be required by the terms of said Agreement/Contract and approved by the City of Newark, said
contract, and said bond to be entered into within fourteen (14) days after the date of official notice of award thereof
in accordance with the terms of said RFP, then this obligation/agreement unless void in writing by both parties shall
remain in full force and virtue.

**SIGNED AND SEALED IN THE PRESENCE OF
THIS WITNESS:**

SIGNATURE: _____

WITNESS SIGNATURE

**PRINTED
NAME:** _____ (SEAL)

PRINTED NAME

DATE: _____

PHONE: _____

SIGNATURE: _____

DATE: _____

**PRINTED
NAME:** _____

DATE: _____